



**A Service Agreement for  
Dayton Kentucky Independent  
Schools (Dayton Daycare  
Center)**

**Q-00095697**

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**Section 1: Signatures**

**1.1 Signatures**

Dayton Kentucky Independent Schools (Dayton Daycare Center) (“Customer”) and Cincinnati Bell Telephone Co. LLC d/b/a altafiber Network Solutions and Cincinnati Bell Extended Territories LLC d/b/a altafiber Connected Services (collectively “altafiber”), for itself and its Affiliates agree to engage for the Services described in this Service Agreement: Q-00095697 (“Service Agreement”).

This Service Agreement is effective as of the date of last execution below (the “Effective Date”) and entered into by and between altafiber, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and Dayton Kentucky Independent Schools (Dayton Daycare Center) with a place of business at 200 Clay St, Dayton, ky 41074-1257.

This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

**Cincinnati Bell Telephone Co. LLC d/b/a altafiber**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Dayton Kentucky Independent Schools (Dayton Daycare Center)**

By: \_\_\_\_\_  
Print Name: Casey woods  
Title: District Technology Coordinator  
Date: \_\_\_\_\_

**Dayton Kentucky Independent Schools (Dayton Daycare Center) Billing Address:**

Street: 200 clay st  
City: Dayton  
State: ky  
Zip: 41074-1257

**Dayton Kentucky Independent Schools (Dayton Daycare Center) Point of Contact:**

Name: Casey Woods  
Office: 8592927485  
Mobile: 8597502072  
E-Mail: casey.woods@dayton.kyschools.us

Is your company’s service address the same as your billing address? Yes



## Section 2: Pricing and Contract Term

### 2.1 Location: 999 Vine, Dayton, KY, United States, 41074

#### General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal	
1	Standard Internet - New	Symmetrical Download/Upload	1	0.00	0.00	-	-	
2	Standard Internet - New	600 Mbps / 600 Mbps	1	59.99	59.99	0.00	0.00	
3	Standard Internet - New	Customer Provided Gateway	1	0.00	0.00	-	-	
4	Standard Internet - New	Dynamic IP	1	0.00	0.00	-	-	
					<b>Subtotal</b>	59.99	<b>Subtotal</b>	0.00
					<b>MRC Total</b>	USD 59.99	<b>NRC Total</b>	USD 0.00

#### Contract Term; Terms and Conditions

Unless otherwise provided in the Terms and Conditions Supplements attached hereto and incorporated herein by reference <https://www.altafiber.com/about-us/policies/service-terms-and-conditions> (as applicable):

The initial term of this Service Agreement will be thirty eight (38) months beginning on the date that Company first invoices Customer for the Minimum Commitment Amount (as defined in the Pricing sections) for each service, and shall remain in effect unless earlier terminated pursuant to the General Terms and Conditions Supplement, to the terms herein, or until all CCRs or Addenda issued pursuant to this Service Agreement have been terminated or expire, whichever is last to occur ("Initial Term"). Following the expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

Company reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.



## Section 3: High Speed Internet Terms and Conditions Supplement

The High Speed Internet Supplemental Terms and Conditions ("High Speed Internet") is attached to and made a part of the Service Agreement Number Q-00095697 ("Service Agreement") and contains additional terms specific to High Speed Internet provided by altafiber, and the terms of this Section will supersede any contradictory language contained in the Service Agreement.

### 3.1 Definitions.

- 3.1.1 High Speed Internet Service - the altafiber brand name for High Speed Internet Service using fiber. It includes FUSE as the ISP and one Dynamic IP address. High Speed Internet Service is available in various speeds. One (1) Static IP address or five (5) Static IP addresses can be purchased for an additional monthly fee.

### 3.2 Services and Rates.

- 3.2.1 High Speed Internet service will be provided as specified on the attached Services Agreement.
- 3.2.2 If Customer cancels, in whole or in part, any requested installation, addition, rearrangement, relocation or other modification to Internet service prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer otherwise would have been responsible.
- 3.2.3 Customer will be responsible for all taxes, surcharges, assessments or other charges (excluding taxes based on altafiber's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 3.2.4 Any other regulated services not listed herein which are provided by altafiber to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff and the Service Agreement. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Internet service.

### 3.3 Computer / Equipment Requirements.

- 3.3.1 In order to receive High Speed Internet Service, Customer must have minimum computer requirements. Current information can be found on the altafiber.com website or through an altafiber sales representative.
- 3.3.2 The following equipment must be used in order to receive High Speed Internet service: (1) Modem (provided by altafiber); and if needed: (2) telephone line microfilters (provided by altafiber). Customer agrees that all of the Equipment listed belongs to altafiber. altafiber grants the Customer a non-exclusive, non-transferable limited license to use the Equipment to access altafiber's network only for use in connecting from authorized locations in accordance with this Agreement. Loss, theft or physical damage to the Equipment is the Customer's responsibility.

### 3.4 Access to Equipment, Software and/or Facilities.

- 3.4.1 Customer agrees that they will not access, or attempt to access any equipment, software (including reverse engineering, decompiling or disassembling the software or attempting in any manner to recreate the source code or object codes) or facilities (including remote computing systems) furnished in connection with this Agreement. Any attempt by Customer to access and/or subvert any such equipment, software or facilities without permission, and/or any attempts by Customer to subvert any network security measures of altafiber or any other network shall entitle altafiber to immediately terminate services without notice.
- 3.4.2 Customer will be asked to execute an Access Agreement and/or other formal right of entry document authorizing altafiber to enter the premises to install and maintain altafiber facilities relating to the provision of High-Speed Internet Service. At all times, including but not limited to periods before and after installation, such facilities shall be owned by, exclusively, and shall remain the property of altafiber. The Access Agreement or other right of entry document shall continue in full force and effect until superseded by a subsequent agreement or other right of entry document. Upon Customer's request, altafiber will provide an installation plan in recognition of considerations regarding aesthetics and space. Questions regarding Access Agreements or right of entry documents should be directed to [accessagreement@altafiber.com](mailto:accessagreement@altafiber.com).



### **3.5 Construction Costs.**

- 3.5.1 altafiber is offering High Speed Internet Services at the stated pricing subject to availability, and on condition that altafiber's costs to deliver the Services to Customer are reasonable. If altafiber in its sole discretion determines that its construction costs to build the facilities to deliver the Services is excessive, then altafiber and Customer agree to enter good faith renegotiation of this Services Agreement as follows: (1) altafiber will within 10 business days of the last signature below return to Customer with an exact quote of the construction costs, at which time (2) altafiber and Customer will have five (5) business days to renegotiate to mutual agreement.

### **3.6 Networking.**

- 3.6.1 Due to the ever-growing complexity of networked computers, the altafiber Helpdesk cannot advise or assist with general networking setup. Customer inquiries will be directed to 3rd party computer technicians and network equipment manufacturers. During troubleshooting sessions where networked computers are present, the altafiber Helpdesk technician will ask the Customer to disconnect their networked equipment from the altafiber equipment, and directly connect the altafiber hardware to one Windows based or Macintosh PC. Doing so will help the technician diagnose issues with the altafiber equipment at the customer's premises. Failure to comply with the altafiber technician's request in this matter will release altafiber of responsibility for further diagnosis.

### **3.7 Service Speed.**

- 3.7.1 Internet Services come in a variety of speeds. The availability of some service speeds may depend on the location of facilities in your neighborhood and on your street. Not all service speeds are available in all areas.
- 3.7.2 altafiber does not guarantee that the Service, Equipment, or other equipment authorized by altafiber for use in connection with the Service will perform at a particular speed, bandwidth, or data throughput rate, or will be uninterrupted, error-free, secure, or free of viruses, worms, disabling code or conditions, or the like. The speed measurement advertised by altafiber refers to the Internet access speed provisioned to a subscriber on a per-line and not a per-device basis.
- 3.7.3 The actual speed realized by the subscriber may vary based on a variety of factors including, but not limited to: the capabilities or limitations of the customer's computer, network, or other device; the number of computers or other devices in use in the customer's home network; concurrent use of Internet access and a TV video on demand service, which consumes Internet access bandwidth; the means of connecting to the altafiber network (e.g., the condition of the home's inside wiring or the type and condition of WiFi router); the distance of the home from the altafiber broadband network aggregation point or the type of altafiber network facilities present in a given location; network congestion; and the performance of the content and application providers the consumer is accessing, as well as the performance of their respective host network(s).

### **3.8 Warranties.**

- 3.8.1 The manufacturers warrant the modem and Telephone Line Microfilters for one (1) year from initiation of service ("Manufacturer's Warranty"). Except for the Manufacturer's Warranty, the Equipment is provided on an "as is" basis without warranties of any kind, either express or implied, including the implied warranty that the Equipment is reasonably fit for the purpose for which it is to be used and the implied warranties of merchantability and fitness for a particular purpose, unless such warranties are legally incapable of exclusion.

### **3.9 Acceptable Use.**

- 3.9.1 If altafiber becomes aware, through subscriber complaints or otherwise, of any content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, altafiber shall have the right, but not the responsibility, to immediately remove such content and/or to terminate Customer service without notice. This policy applies to any content made available by the Customer, the Customer's own customers, or generally made available through the Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "content") that is transmitted through the Customer Account and/or made available on or through the Customer's website or any of Customer's own customer's websites.



### 3.10 Compliance with Digital Millennium Copyright Act.

- 3.10.1 Customer agrees to fully comply with all provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") and to fully cooperate with altafiber in its efforts to comply with the DMCA. altafiber may investigate any reported violation of its policies or complaints of infringement relating to Customer's use of the service and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of Customer's Account and access to the Service. In the event that Customer believes that any third party has infringed on any copyrighted material of theirs, Customer shall provide altafiber with notice in compliance with the provisions of the DMCA. Furthermore, Customer agrees that altafiber shall have no liability until such time as such notice has been actually received. If altafiber receives a valid notice that Customer's use constitutes alleged infringement, altafiber will take action consistent with the requirements of the DCMA, including but not limited to terminating Customer's Account and access to the Service.

See [http://www.altafiber.com/customer\\_support/policies/dmca/](http://www.altafiber.com/customer_support/policies/dmca/) for more details.

### 3.11 Termination Charges.

- 3.11.1 All terminations in High Speed Internet Service will result in IP addresses assigned to Customer(s) reverting back to altafiber.

## Section 4: General Terms and Conditions

### 4.1 Definitions.

- 4.1.1 The following definitions shall apply to the Service Agreement and, unless otherwise provided therein, shall also apply to the Supplements, which are incorporated into and made a part of the Service Agreement. The definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree or right or obligation for either Party. The use of the term "*Agreement*" shall be deemed to refer to the entire agreement between the Parties consisting of the Service Agreement and the Supplement(s).
- 4.1.2 Applicable Laws - means all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and non-appealable orders, decisions, injunctions, judgments, awards and decrees that relate to a Party's obligations under this Agreement.
- 4.1.3 Information - means any writing, drawing, sketch, model, sample, data, computer program, software, verbal communication, e-mail, recording or documentation of any kind.
- 4.1.4 Party - means (i) altafiber parent company, its affiliates and subsidiaries (collectively "altafiber") or (ii) Customer; and "Parties" means (i) and (ii).
- 4.1.5 Proprietary Information - means any Information communicated, whether before, on or after the Effective Date, by a Party ("Disclosing Party") to the other Party ("Receiving Party"), pursuant to this Agreement and if written, is marked "Confidential" or "Proprietary" or by similar notice or if oral or visual, is identified as "Confidential" or "Proprietary" at the time of disclosure; or if by electronic transmission (including, but not limited to, facsimile or electronic mail) in either human readable or machine readable form, and is clearly identified at the time of disclosure as being "Proprietary" or "Confidential" by an appropriate and conspicuous electronic marking within the electronic transmission, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information; or if by delivery of an electronic storage medium or memory device which is clearly identified at the time of disclosure as containing "Proprietary" or "Confidential" information by an appropriate and conspicuous marking on the storage medium or memory device itself and by an appropriate and conspicuous electronic marking of the stored "Proprietary" or "Confidential" information, which marking is displayed in human readable form along with any display of the "Proprietary" or "Confidential" information.



## **4.2 Services.**

- 4.2.1 The rates, fees, and charges for a particular service to be provided by altafiber appear in the Service Agreement (Pricing and Contract Term section) above or in the applicable Supplement. Regulated services not listed in this Agreement that are provided by altafiber to Customer shall be governed by the rates, terms, and conditions of the appropriate tariff. altafiber shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service(s). The specific terms and conditions applicable to the particular Services to be provided pursuant to this Agreement, including the description of the services to be provided and the obligations of each Party in connection therewith, termination rights, performance obligations and service parameters are or shall be set forth herein. Any future Supplements entered into between the parties shall reference and be governed by and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and a Supplement, the terms of the Supplement shall prevail.

## **4.3 Equipment Warranty, Use and Maintenance.**

- 4.3.1 Except for Customer Provided Equipment for Ethernet service, altafiber will maintain, in good working order, the equipment used to provide service under the Supplement(s), during the term specified in the Service Agreement or the applicable Supplement, The Warranty Exclusions set forth herein shall apply. Customer will permit altafiber access to equipment located on Customer's premises that is used to provide service hereunder and altafiber will comply with the Customer's security and safety regulations at Customer's site. Repair parts or replacement parts may be new, remanufactured or refurbished at the discretion of altafiber. Customer shall not modify the equipment used to provide service hereunder in any way, without the written permission of altafiber. Customer shall be responsible for paying the cost of any repairs necessitated by any such unauthorized modification(s).

## **4.4 Warranty Exclusions.**

- 4.4.1 The warranties provided under Section three (3) do not cover services required to repair damages, malfunctions or failures caused by: (a) Customer's failure to follow altafiber's written operation or maintenance instructions provided to Customer; (b) Customer's unauthorized repair, modifications or relocation of equipment used to provide services hereunder, or attachment to such equipment of non-altafiber equipment; and (c) Customer's abuse, misuse or negligent acts. altafiber may perform services in such instances on a time and materials or contract basis.
- 4.4.2 altafiber will not be liable to Customer or third parties for any claims, loss or expense of any kind or nature caused directly or indirectly by: (i) interruption or loss of use or loss of business; or (ii) any consequential, indirect, special or incidental damages suffered by Customer or third parties whatsoever.
- 4.4.3 Except as specified in this Agreement, altafiber, its subcontractors and suppliers make no warranties, express or implied, and specifically disclaim any warranty or merchantability of fitness for a particular purpose.

## **4.5 Title or Risk of Loss of Equipment.**

- 4.5.1 For equipment sold to Customer and installed by altafiber, title shall pass to Customer on the In-Service Date. Risk of loss shall pass at the time of delivery.
- 4.5.2 For all other equipment used in the provision of services under any Supplement, title shall remain solely with altafiber, whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the parties. altafiber will bear the risk of loss or damage to the equipment used in the provision of service, except that Customer will be liable to altafiber for the cost of repair or replacement of equipment lost or damaged as a result of Customer's negligence, intentional acts, unauthorized installation or maintenance or other causes within the control of Customer, its employees, agents or contractors.

## **4.6 Confidential Information.**

- 4.6.1 During the term of this Agreement and for two years thereafter, each Party shall maintain the confidentiality of the terms and pricing contained in this Agreement and all other confidential information disclosed by the other Party. Confidential information shall remain the property of the disclosing Party and shall be labeled as either "Confidential" or "Proprietary".

## **4.7 Resolution of Disputes and Governing Law.**



- 4.7.1 The Parties will attempt, in good faith, to promptly resolve any controversy or claim arising out of or relating to this Agreement through discussions between themselves at the operational level. In the event a resolution cannot be reached at the operational level, the disputing Party shall give the other Party written notice of the dispute and such controversy or claim shall be negotiated between appointed counsel or senior executives of the Parties who have authority to settle the controversy. If the Parties fail to resolve such controversy or claim within thirty (30) days of the disputing Party's notice, either Party may seek arbitration as set forth below.
- 4.7.2 Any controversy or claim arising out of or relating to this Agreement, or a breach of this Agreement, shall be finally settled by arbitration in Cincinnati, Ohio and shall be resolved under the laws of the State of Ohio without regard to choice of law provisions. The arbitration shall be conducted before a single arbitrator in accordance with the commercial rules and practices of the American Arbitration Association then in effect.
- 4.7.3 The arbitrator shall have the power to order specific performance if requested. Any award, order, or judgment pursuant to such arbitration shall be deemed final and binding and may be enforced in any court of competent jurisdiction. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for punitive or exemplary damages. All such arbitration proceedings shall be conducted on a confidential basis. The arbitrator may, as part of the arbitration award, permit the substantially prevailing Party to recover all or part of its attorney's fees and other out-of-pocket costs incurred in connection with such arbitration.

#### **4.8 Terms of Payment.**

- 4.8.1 Invoices for Services are due and payable in U.S. dollars within thirty (30) days of invoice date ("Invoice Due Date"). Customer shall allow for up to three (3) days for payment processing within such thirty (30) day period. Payments not received by Invoice Due Date are considered past due. In addition to altafiber undertaking any of the actions set forth in this Agreement, altafiber may apply late payment fees or take any action in connection with any other right or remedy altafiber may have under this Agreement in law or in equity. Late payment fees will: (i) be assessed on any past due balance; (ii) be calculated as 2% of the past due balance if the past due balance includes regulated products or the greater of \$24.95 or 2% of the past due balance if the past due balance does not include regulated products; and (iii), will be added to the past due balance and included in future billing cycles. Customer shall be in default if Customer fails to make payment as required and such failure remains uncured for five (5) calendar days after the Invoice Due Date. If Customer in good faith disputes any portion of any altafiber invoice, Customer shall submit to altafiber by the Invoice Due Date, full payment of the undisputed portion of any altafiber invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date on the applicable invoice, Customer shall have waived its right to dispute that invoice. altafiber and Customer agree to use their respective best efforts to resolve any dispute within thirty (30) days after altafiber receives written notice of the dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to altafiber shall be due within (10) days of resolution of the dispute.
- 4.8.2 Customer shall pay taxes levied upon any sale, transfer of ownership, installation, license or use of products or services, unless Customer provides a tax exemption certificate. Excluded are taxes on altafiber's net income.

#### **4.9 Termination.**

- 4.9.1 Notwithstanding provisions regarding the Term and Termination Charges specified in the Service Agreement or any Supplement, and in addition to the Parties' rights of termination specifically provided elsewhere in this Agreement, the following shall apply:
- 4.9.2 In the event Customer provides timely notice to altafiber that it does not intend to renew an automatically renewing contract, altafiber will continue to provide service to Customer after the expiration of the then current contract term on a month-to-month basis. The provision of such month-to-month service shall be subject to the terms and conditions and the month-to-month tariff / service agreement rates in effect at the time. Either Party may terminate the month-to-month service, without termination penalty, upon thirty (30) days advance written notice to the other Party.
- 4.9.3 In the event that one Party breaches any material obligation (other than payment obligations) in this Agreement the other Party shall give the breaching Party written notice of the breach and request that the breach be cured ("Cure Notice"). If the breaching Party fails to cure the specified breach within thirty (30) days of receipt of the Cure Notice (or such other mutually agreed upon time), the other Party shall have the right to terminate the



applicable Supplement, effective upon five (5) days prior written notice to the breaching Party ("Termination Notice"). The right of altafiber and the Customer to terminate in any such case shall be in addition to any other rights and remedies available hereunder or at law or in equity.

- 4.9.4 A Party may, at its option, terminate a Supplement immediately upon written notice on the event of an occurrence of an "Insolvency Event of Default" (as defined below) with respect to the other Party. The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default": the other Party admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; any affirmative act of insolvency by the other Party or the filing by or against the other Party (which is not dismissed within ninety (90) days of any petition or action) under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or the subjection of a material part of the other Party's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.
- 4.9.5 If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to Services prior to completion thereof, Customer will reimburse altafiber for the actual expenses incurred by altafiber in connection with such modification prior to altafiber's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the service, construction, installation, termination and other charges for which Customer otherwise would have been responsible.
- 4.9.6 Customer shall have the right to terminate any Supplement for convenience at any time upon thirty (30) days prior written notice to altafiber. In the event that any service under this Agreement is terminated by Customer for convenience or for reasons other than altafiber's breach of this Agreement prior to the expiration of the then- current Term, the Customer will pay a Termination Charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term. The termination charge will be considered to be liquidated damages and will be altafiber's sole remedy against Customer for early termination, except for outstanding charges. Nothing contained in this Agreement is intended to indicate that the applicable Utility Commission has approved or sanctioned any particular termination charge(s).
- 4.9.7 One or more Supplements may be terminated by the Parties without causing a termination of this Agreement or other Supplements.

#### **4.10 Indemnification.**

- 4.10.1 Customer shall indemnify, defend and hold harmless altafiber and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of claims for damage to property and/or personal injuries (including death) arising directly out of the Customer's performance of obligations under this Agreement. A Party shall notify the other Party and describe the claim or action within fourteen (14) days of becoming aware of the claim or action itself. Customer may undertake the defense of any such claim or action and permit altafiber to participate therein. The settlement of any such claim or action by Customer without altafiber's prior written consent, shall release altafiber from any and all obligations hereunder with respect to such claim or action so settled.

#### **4.11 Responsibilities of Each Party.**

- 4.11.1 Each Party has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of their respective employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Except as otherwise provided in this Agreement, each Party will be responsible for its own acts and those of its employees, agents, and contractors during the performance of such Party's obligations hereunder.

#### **4.12 Limitations of Liability.**

- 4.12.1 altafiber's liability arising out the provision of: (i) Services; (ii) delays in the restoration of Services; or (iii) mistakes, accidents, omissions, interruptions, errors or defects in transmission, or delays caused by judicial or regulatory authorities, shall be subject to the limitations set forth below and in the applicable Tariff. In no event shall altafiber be liable to customer, customer's own customers, or any other third party with respect to the subject matter of this agreement under any contract, warranty, negligence, strict liability, or other theory for any



type of indirect, consequential, incidental, reliance, special, or punitive damages, or for any lost profits, lost revenues, or lost savings of any kind, arising out of or relating to this agreement whether or not altafiber or Customer was advised of the possibility of such damages and whether or not such damages were foreseeable. For purposes of this section, "altafiber" is deemed to include altafiber, its parent company, and their respective affiliates, subsidiaries, directors, officers, employees, agents, representatives, subcontractors and suppliers.

- 4.12.2 The Parties hereto agree that the Termination Charges and the limitations on liability contained herein are fair and reasonable adjustments to the uncertain and difficult to ascertain damages which might arise under this Agreement and are intended to be reasonable allocations by the Parties of their inherent business risks.

#### **4.13 Security and Access.**

- 4.13.1 Employees and agents of altafiber and its subsidiaries, while on the premises of Customer, will comply with all reasonable rules, regulations and security requirements of Customer.

#### **4.14 Work on Customer's Premises.**

- 4.14.1 In performance of its obligations hereunder, altafiber shall comply with all applicable laws and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising out of altafiber's noncompliance with any such laws. If altafiber's work related to this Agreement involves operations by altafiber on the premises of Customer, altafiber shall take reasonable precautions necessary to prevent the occurrence of any injury to person or property during the performance of such work. Except to the extent an injury to person or property is the result of Customer's negligence or willful misconduct, altafiber shall defend, indemnify and hold harmless Customer against any claims, demands, suits, losses, damages, costs and expenses which are directly and proximately caused by negligent or willful conduct of altafiber's employees, agents or subcontractors.

#### **4.15 Customer Obligations.**

- 4.15.1 Prior to requesting repair service from altafiber, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by altafiber.

#### **4.16 System Maintenance.**

- 4.16.1 In the event altafiber determines that it is necessary to interrupt Services or that there is a potential for Services to be interrupted for the performance of system maintenance, altafiber will use good faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6:00 am. local time). In no event shall interruption for system maintenance constitute a failure of performance by altafiber.

#### **4.17 Subcontracting.**

- 4.17.1 altafiber may subcontract work to be performed under this Agreement, but shall retain responsibility for the work.

#### **4.18 Changes in Laws.**

- 4.18.1 This Agreement is predicated upon current state and federal laws and regulations. If new laws or regulations or new applications of current law and regulations affect this Agreement, either Party may request, upon thirty (30) days' written notice, that one or more provisions be renegotiated consistent with the change in circumstances.

#### **4.19 Force Majeure.**

- 4.19.1 No Party shall be held liable for any delay or failure in performance of any part of this Agreement including any Supplement, caused by a force majeure condition. A Force Majeure condition shall include fires, pandemics, embargoes, explosions, power blackouts, earthquakes, volcanic action, floods, wars, water, the elements, labor disputes (such as a work stoppage), civil disturbances, government requirements, civil or military



authorities, acts of God or a public enemy, inability to secure raw materials, inability to secure product of manufacturers or outside vendors, inability to obtain transportation facilities, acts or omissions of transportation common carriers, or other causes beyond its reasonable control whether or not similar to the foregoing conditions. If any force majeure condition occurs, the Party whose performance fails or is delayed because of such force majeure condition ("Delayed Party") shall promptly give written notice thereof to the other Party. The Delayed Party shall use all best efforts to avoid or mitigate performance delays despite a force majeure condition, and shall restore performance as soon as the force majeure condition is removed.

#### **4.20 Good Faith Performance.**

4.20.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

#### **4.21 No License.**

4.21.1 Except as expressly provided in this Agreement, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

#### **4.22 Amendments; Waivers.**

4.22.1 Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same shall be in writing and signed by an authorized official of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of any Party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

#### **4.23 Notices.**

4.23.1 All notices, demands, requests, elections, or other communications provided under this Agreement or which may be given by one Party to the other Party under this Agreement (including but not limited to any notice relating to an alleged breach or termination), such notice shall be made in writing, unless specifically provided otherwise herein. Unless otherwise specifically required by this Agreement any such notice is to be delivered to the other party's designated Point of Contact or if no such designation, to the other party's signatory to this Agreement. Such notice shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, first class, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section. Such notice shall be addressed to the other party at the address set forth in the Service Agreement. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) four (4) business days after mailing in the case of first class, certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

4.23.2 Changes in notice designation shall be made in writing and shall be deemed effective upon receipt.

#### **4.24 No Rights to Third Parties.**

4.24.1 This Agreement shall not be deemed to provide third parties with any remedy, claim, right of action or other right.

#### **4.25 Severability.**

4.25.1 If any term, condition, or provision of this Agreement shall be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate or render unenforceable the remainder of this Agreement; and, unless such construction would be unreasonable, this Agreement shall be construed as if not containing the invalid or unenforceable provision or provisions and the rights and obligations of each Party shall be construed and enforced accordingly. If necessary to affect the intent of the Parties, the Parties shall negotiate in good



faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

#### **4.26 Assignment.**

- 4.26.1 Customer will not resell or permit any third party to use any of the services provided by altafiber hereunder. Neither Customer nor altafiber may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. altafiber shall not be required to obtain consent in the case of a sale of all or substantially all the assets of altafiber or an assignment to an entity directly or indirectly owning or controlling, owned or controlled by, or under common control with the assigning Party. Notwithstanding the foregoing, altafiber shall retain the right to terminate this Agreement without further obligation or liability to Customer, its successors or assigns, if, in its sole and exclusive judgment any assignment or purported assignment by Customer is to be made to a competitor of altafiber.

#### **4.27 Entire Agreement; Continuing Obligations.**

- 4.27.1 The Service Agreement, along with which applicable Supplement(s) and Terms & Conditions, constitutes the entire Agreement between the Parties concerning the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, proposals, and undertakings, oral or written, with respect to the subject matter hereof are superseded and replaced by the provisions of this Agreement.
- 4.27.2 Any liability or obligation of any Party to the other Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of any Party to make payments, any obligation of any Party under the provisions regarding Confidential Information, resolution of disputes, indemnification, limitations of liability, and any provisions that, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall, in each case, survive cancellation or termination of this Agreement.
- 4.27.3 The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.
- 4.27.4 Under federal law, Customer has a right, and altafiber has a duty, to protect the confidentiality of information regarding the telecommunications services Customer buys from altafiber, including the amount, type, and destination of Customer's service usage; the way altafiber provides services to Customer; and Customer's calling and billing records. Together, this confidential information is described as Customer Propriety Network Information ("CPNI"). Customer hereby consents to altafiber sharing its CPNI with altafiber affiliates, subsidiaries and any other current or future direct or indirect subsidiaries of the altafiber parent company as well as altafiber agents and authorized sales representatives, to develop or bring new products or services to Customer's attention.

#### **4.28 Regulatory Approval; Tariffs.**

- 4.28.1 This Agreement is subject to applicable regulatory requirements. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, such regulatory requirements shall control. The obligations of altafiber and Customer under this Agreement may be contingent upon approval of this Agreement by applicable regulatory agencies, including the Public Utilities Commission of Ohio and Public Services Commission of Kentucky. The regulations and rates specified herein are in addition to applicable regulations and rates set forth in altafiber's tariffs on file with regulatory agencies.

#### **4.29 Executed in Counterparts.**

- 4.29.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

#### **4.30 Headings.**

- 4.30.1 The titles and headings of Articles and Sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall in no way define, modify, or restrict the meaning or interpretation of the terms or provisions of this Agreement.

## Certificate Of Completion

Envelope Id: 4F4E4843-9604-492F-9CD3-8DE60E609263  
 Subject: Dayton Ky Board Of Education - Documents for Your Docusign Signature  
 Source Envelope:  
 Document Pages: 14  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent  
 Envelope Originator:  
 Neil Johnson  
 neil.s.johnson@altafiber.com  
 IP Address: 155.226.129.250

## Record Tracking

Status: Original  
 2/24/2026 2:13:52 PM  
 Holder: Neil Johnson  
 neil.s.johnson@altafiber.com  
 Location: DocuSign

## Signer Events

Casey Woods  
 casey.woods@dayton.kyschools.us  
 District Technology Coordinator  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/24/2026 3:35:00 PM  
 ID: f275ab81-18f0-4211-826e-0dd7798a7b5f

David DeLano  
 david.delano@altafiber.com  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

**Signature**  
**Timestamp**  
 Sent: 2/24/2026 2:19:45 PM  
 Viewed: 2/24/2026 3:35:00 PM

## In Person Signer Events

## Editor Delivery Events

## Agent Delivery Events

## Intermediary Delivery Events

## Certified Delivery Events

## Carbon Copy Events

## Witness Events

## Notary Events

## Envelope Summary Events

Envelope Sent  
 Hashed/Encrypted  
 2/24/2026 2:19:45 PM

## Payment Events

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, altafiber (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact altafiber:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@altafiber.com](mailto:contracts@altafiber.com)

### **To advise altafiber of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [ted.hobbs@altafiber.com](mailto:ted.hobbs@altafiber.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from altafiber**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [contracts@altafiber.com](mailto:contracts@altafiber.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with altafiber**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [contracts@altafiber.com](mailto:contracts@altafiber.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify altafiber as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by altafiber during the course of your relationship with altafiber.